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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

17 SERVICE EMPLOYEES INTERNATIONAL ) Case No. C-08-213 JF  
UNION, LOCAL 715, )  
18 Petitioner, )  
19 v. ) JOINT CASE MANAGEMENT  
20 STANFORD HOSPITAL AND CLINICS AND )  
LUCILE PACKARD CHILDREN'S ) CONFERENCE STATEMENT  
21 HOSPITAL, )  
22 Respondent. )  
23

Pursuant to Local Rule 16-9 and the Court's "Standing Order For All Judges Of The Northern District Of California; Contents Of Joint Case Management Statement" (the "Standing Order"), Petitioner Service Employees International Union, Local 715 (the "Union") and Respondents Stanford Hospital & Clinics and Lucile Packard Children's Hospital (the "Hospitals")

1 respectfully submit their Joint Case Management Conference Statement.

2                   **I. JURISDICTION AND SERVICE**

3

4                 The Court has personal jurisdiction by virtue of, Section 301 of the Labor-Management  
5 Relations Act of 1947 (hereinafter “Section 301”). 29 U.S.C. § 185. The Petition was delivered to  
6 the Hospitals without summons on January 14, 2008. The Hospitals thereafter agreed to follow the  
7 waiver of service provisions under Federal Rule of Civil Procedure (“FRCP”) 4(d) once all  
8 required papers were provided to the Hospital’s counsel. A Notice and Acknowledgement was  
9 sent to the Hospitals on January 28, 2008 and the Hospitals timely responded to the Petition on  
10 March 28, 2008.

11                   **II. FACTS**

12                   **A. THE COLLECTIVE BARGAINING AGREEMENT**

13                 The Hospitals and the Union (sometimes collectively referred to as the “Parties”) are  
14 signatory to a collective bargaining agreement (the “Agreement”) effective between January 20,  
15 2006 through November 4, 2008. The Agreement sets forth a procedure for processing and  
16 adjusting grievances culminating in arbitration.

17                 Article 1 of the Agreement contains a “recognition clause” in which the Hospitals  
18 recognized Local 715 as the “sole and exclusive bargaining representative for the purpose of  
19 collective bargaining” of the Bargaining Unit and which provides that Local 715 is “(hereinafter  
20 referred to as “Union”).”

21                 The Hospitals recognized Local 715 as the sole and exclusive bargaining representative for  
22 purposes of collective bargaining of the bargaining unit pursuant to an order issued by the National  
23 Labor Relations Board (the “NLRB” or “Board”) in Case No.: 32-RC-4504, as modified in Case  
24 No.: 32- UC- 363.

25                 Article 20, Section 20.1 of the Agreement provides, in relevant part, that the Hospitals  
26 “may discharge or take other disciplinary action for just cause, against a non-trial Regular  
27 employee.” Section 20.5 of the Agreement further provides that “[a] regular employee who has

1 completed the trial period and who has been terminated or otherwise disciplined has the right to  
2 file a grievance in accordance with Article 26.”

3 Article 26 of the Agreement sets forth a procedure for processing and adjusting grievances  
4 culminating in arbitration. Article 26.1.1 defines a “grievance” as “a claim during the term of this  
5 Agreement that the Employer has violated this Agreement . . .” Article 26.2.1 provides that “[t]he  
6 Union will have the right to present grievances under this procedure on behalf of an individual  
7 employee, on behalf of a group of employees or on behalf of itself, as a Union grievance, as  
8 defined above. Article 26.7.3 of the Agreement provides that, in the event that a grievance is taken  
9 to arbitration, “[t]he arbitrator’s authority will be limited to interpreting the specific provisions of  
10 this Agreement and will have no power to add to, subtract from, or to change any part of the terms  
11 or conditions of this Agreement.” Article 26.7.10 further provides that “[t]he arbitrator’s authority  
12 will be limited to determining whether the Employer has violated the provision(s) of this  
13 Agreement. The arbitrator will not have jurisdiction or authority to add to, amend, modify, nullify,  
14 or ignore in any way the provisions of this Agreement, and will not make any award that would, in  
15 effect, grant the Union or the employee(s) any matters that were not obtained in the negotiation  
16 process.”

17 Article 28 of the Agreement is titled “waiver” and states in relevant part that “[t]he  
18 Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives  
19 the right, and each agrees that the other will not be obligated to bargain collectively with respect to  
20 any subject or matter referred to, or covered in this Agreement, or with respect to any subject or  
21 matter not specifically referred to or covered by this Agreement, even though such subject or  
22 matter may not have been within the knowledge or contemplation of either or both of the parties at  
23 the time they negotiated or signed the Agreement.”

24

25 **B. THE ARBITRATION AWARD**

26 The Union filed the instant Petition to Confirm on or about January 10, 2008. The  
27 Hospitals timely responded to the Petition on March 28, 2008 and filed a Counter-Petition to  
28

1 Vacate the Arbitration Award which has not yet been responded to by petitioner.

2 On or about March 14, 2007, the Hospitals terminated Victor Acosta, a member of the  
3 bargaining unit represented by the Union and covered by the Agreement, for allegedly engaging in  
4 an act of theft when he obtained some \$20.00 worth of fried shrimp from the Hospital Café. The  
5 Union filed a grievance on Mr. Acosta's behalf on March 17, 2007. Ultimately, the Union  
6 appealed the termination to arbitration.

7 The Union and the Hospitals, through their respective counsel, W. Daniel Boone of  
8 Weinberg, Roger and Rosenfeld and Laurence Arnold of Foley and Lardner, selected a neutral  
9 third party arbitrator, Thomas Angelo, through the procedures of the Federal Mediation and  
10 Conciliation Service. After selecting Mr. Angelo as the arbitrator, the parties, through their  
11 respective counsel, selected November 28, 2007 as the hearing date. On July 10, 2007, Mr. Angelo  
12 confirmed the November 28, 2007 date in a letter addressed to the Hospitals' counsel and Daniel  
13 Boone of Weinberg Roger & Rosenfeld. Prior to the arbitration, the parties selected the law offices  
14 of Foley & Lardner as the location for the arbitration hearing.

15 On November 28, 2008, a hearing was held at the law office of Foley & Lardner before  
16 Arbitrator Thomas Angelo. At the hearing, the parties agreed to various stipulations, including the  
17 issue of the case, "Whether the employer had just cause to discharge the grievant; and if not, what  
18 is the appropriate remedy?" In addition, the parties marked and agreed to various joint exhibits.  
19 Counsel for the Hospitals then made an opening statement, suggesting that a "threshold issue" in  
20 the case involved the status of those purporting to act on behalf of the Union at the arbitration,  
21 although he conceded that such an issue was unrelated to whether or not the Hospitals terminated  
22 Mr. Acosta for just cause. Essentially, counsel for the Hospitals argued that the Hospitals were  
23 under no obligation or legal duty to participate in the arbitration of Mr. Acosta's grievance because  
24 he did not believe that the Union's counsel and Union representative had the authority to act on  
25 behalf of Local 715.

26 At the hearing, the Union's counsel asserted that he was appearing on behalf of SEIU,  
27 Local 715. The Arbitrator concluded that because the Union's counsel had stated his appearance

1 on behalf of the Union and no Union representative objected, and because there was no evidence  
 2 suggesting otherwise, the Union's counsel was authorized to appear on behalf of the Union, and  
 3 the hearing would go forward. The Hospital's counsel then stated that he would not participate in  
 4 the hearing.

5 In response, the Arbitrator noted that if the Hospitals refused to participate in the hearing,  
 6 he would be compelled to find that the Hospitals failed to prove their allegations against Mr.  
 7 Acosta. The Hospitals' counsel requested that the hearing be stayed pending the "representational  
 8 issue." The Arbitrator denied this request, given, among other things, the fact that a delay would  
 9 be inequitable to the grievant and that the Hospitals would suffer no harm by going forward with  
 10 the hearing, and in fact, by doing so, would limit its back pay liability. The Hospitals requested a  
 11 stay of the proceedings, which was denied. The Hospitals refused to participate and the hearing  
 12 continued *ex parte*.

13 On November 30, 2007, the Arbitrator issued the Award which was titled "Decision and  
 14 Award."

15 On October 3, 2008, just two months prior to the Arbitration on November 28, 2008, the  
 16 Union and Hospitals participated in an arbitration involving a contract issue. Although the  
 17 Hospitals were represented by the same law firm and same attorney and in front of the same  
 18 arbitrator as in this matter, the Hospitals did not make a single objection to participating in the  
 19 arbitration hearing. In fact, the hearing went forward and the arbitrator has issued a decision which  
 20 is favorable to the Hospitals; the Hospitals have not, and did not, seek to vacate that award.

## 22 C. THE SERVICING AGREEMENT

23 In 2006, a Servicing Agreement (the "Servicing Agreement") was entered into between  
 24 Local 715 and Service Employees International Union, United Healthcare Workers – West  
 25 ("UHW"). The Servicing Agreement provided that UHW's staff would provide certain services to  
 26 Local 715 relating to its representation of the Bargaining Unit. Specifically, section 4 of the  
 27 Servicing Agreement provides that UHW is to provide "professional services to Local 715 for its

members at the Stanford facility" including "[r]epresentaiton in the grievance procedure and arbitration hearings." The Hospitals assert that they possess various versions of the Service Agreement which show an execution date by at least one of the parties of February 20, 2006. However, the Hospitals assert that they were not informed of the existence of the Servicing Agreement until on or about August 13, 2006, when a copy was provided to counsel for the Hospitals, Laurence R. Arnold by counsel for Local 715 William Sokol. The Hospitals assert that prior to receipt of a copy of the Servicing Agreement, the Hospitals were given various explanations for the presence of UHW employees. Upon a review of the Servicing Agreement and the circumstances surrounding the activities of Local 715 employees versus UHW employees in light of the terms of the Servicing Agreement, by letter dated August 29, 2007, Local 715 was notified that the Hospitals were rejecting the Servicing Agreement and would not deal with UHW employees purporting to act pursuant thereto. The Hospitals assert that since that date, and continuing to the present, the Hospitals have not dealt with any UHW employees claiming to be acting on behalf of Local 715, or otherwise, in any grievance proceeding, in any arbitration, or in any other collective bargaining related activity.

Section 7 of the Servicing Agreement provides that "Should the Employer challenge or refuse to accept the legitimacy of this Servicing Agreement, the parties [Local 715 and UHW] will cooperate in processing the legal actions necessary to its enforcement. (This may include filing an unfair labor practice charge under the name of Local 715)."

Commencing in August 2006 and continuing through to the present, the Hospitals and their counsel have repeatedly informed Petitioner that the Hospitals rejected the validity of the Servicing Agreement and would deal only with Local 715 and its authorized representatives – not with representatives of UHW acting pursuant to the rejected Servicing Agreement. The Union contends that, despite allegedly rejecting the Servicing Agreement and stating that it would not deal with representatives employed by UHW, from February 2006 through October 2007, the Hospitals did in fact deal with representatives of UHW, who acted pursuant to the Servicing Agreement, in grievance meetings and at arbitrations.

1 Neither Local 715 nor UHW have filed any action in any forum seeking the enforcement of  
2 the Servicing Agreement.

3 Beginning in or around early 2007, the Hospitals allege that they became aware of  
4 information that Local 715 had effectively ceased to exist and that its resources were transferred to  
5 another local, Local 521 as of March 1, 2007. In response to learning the above information, the  
6 Hospitals requested information from Local 715 seeking information relating to whether Local 715  
7 continued to exist and, if so, the nature of its continued existence.  
8

9 **D. THE TRUSTEESHIP**

10 The Union contends that on June 8, 2007, the International Union, in which Local 715 is an  
11 affiliate, placed Local 715 under Trusteeship, pursuant to the powers of the Constitution and By-  
12 laws. The Union contends that the International President, pursuant to his powers under the  
13 Constitution and By-laws, appointed Bruce W. Smith as a Trustee over the affairs of SEIU Local  
14 715. The Union contends that, as the appointed Trustee, Mr. Smith has responsibility to manage  
15 the affairs of Local 715 until relieved by the International President. The Hospitals contend that no  
16 proper trusteeship was imposed on Local 715, and doubt its existence at the time Local 715  
17 contends the trustee was appointed.  
18

19 On June 14, 2007, Mr. Smith sent the Hospitals a letter informing it of the Trusteeship. Mr.  
20 Smith provided the Hospitals with a copy of the Trusteeship Order, and explained that all of the  
21 officers of Local 715 had been removed and that the International President had appointed vested  
22 Mr. Smith "with full authority to act on behalf of Local 715." The Hospitals contend that the letter  
23 also expressed the Trustee's reaffirmation of the rejected Servicing Agreement. The Hospitals  
24 advised the Trustee by letter dated August 1, 2007 that the previously rejected Servicing  
25 Agreement remained rejected.  
26  
27  
28

1       **E. NLRB PROCEEDINGS.**

2              On or around April 16, 2007 the Hospitals filed a charge designated case number 32-CB-  
 3 6237 with Region 32 of the National Labor Relations Board (“NLRB”) alleging that Local 715 was  
 4 in violation of the National Labor Relations Act by its refusal to respond to the Hospitals’  
 5 information requests. The Union contends that in order for the NLRB to investigate a charge  
 6 against either a labor organization or employer, that labor organization or employer must exist. If  
 7 the labor organization or employer does not exist, then the NLRB lacks jurisdiction.. The  
 8 Hospitals contend that no investigation was undertaken by Region 32 of the question of Local  
 9 715’s existence, and that Local 715 presented no evidence with respect thereto.  
 10

11             Throughout the existence of the collective bargaining relationship between Local 715 and  
 12 the Hospitals, the law firm of Weinberg, Roger & Rosenfeld had always represented Local 715 in  
 13 matter relating thereto. On or about June 18, 2007, the Hospitals learned that the Trustee had  
 14 retained as counsel, Barbara J. Chisholm, of the firm of Altshuler Berzon. The Union contends  
 15 that Ms. Chisholm was retained as additional counsel. According to the Hospitals, counsel for the  
 16 Hospitals spoke with Ms. Chisholm by telephone on June 18, 2007, in which conversation Ms.  
 17 Chisholm confirmed that she, and her firm, had been appointed counsel to the Trustee and thus  
 18 were counsel to Local 715, and further confirmed that all further communications were to be  
 19 directed to her. This was confirmed by counsel for the Hospitals in a letter to Ms. Chisholm that  
 20 same date. The Trustee also sent a letter to the Hospitals, in December 2007, after the Hospitals'  
 21 counsel refused to participate in an arbitration, notifying them that Weinberg, Roger & and  
 22 Rosenfeld had always represented Local 715 with respect to grievances and arbitrations and would  
 23 continue to represent Local 715 with respect to grievances and arbitrations. The Hospital contends  
 24 that the letter did not state whether the representation after the Trustee's appointment was by direct  
 25 retention or pursuant to the rejected Servicing Agreement.

26             Although Altshuler Berzon informed counsel for the Hospitals that they would be  
 27 appearing at an arbitration set for July 25, 2007, and served a subpoena for documents to be  
 28

1 provided at the hearing, instead an attorney for Weinberg, Roger & Rosenfeld, W. Daniel Boone,  
2 appeared at the hearing, and, pursuant to an inquiry from counsel for the Hospitals, stated that he  
3 was appearing "on behalf of Local 715." The arbitration hearing was held on that grievance. The  
4 same thing occurred at a subsequent arbitration hearing convened on August 8, 2007. Present at  
5 these hearings (but, the Hospitals assert, not participating on the record or in the hearing) were  
6 Union Representatives employed by UHW, servicing Local 715. The Hospitals made no objection  
7 to the presence of these individuals, and fully participated in the hearings. The Hospitals assert  
8 that not long thereafter, an attorney from Weinberg, Roger & Rosenfeld, Vincent Harrington,  
9 wrote to the Hospitals requesting that they bargain with him on a change of terms of conditions  
10 which he claimed required bargaining. The Hospitals assert that they did not bargain with Mr.  
11 Harrington. Promptly thereafter, however, the Hospitals made a written request directed to Ms.  
12 Chisholm, dated August 24, 2007, for information regarding whether Weinberg, Roger &  
13 Rosenfeld was appearing directly on behalf of Local 715, or was appearing as counsel for UHW  
14 pursuant to the rejected Servicing Agreement which provided that UHW would provide  
15 professional services in arbitration hearing for Local 715. While waiting for a response, an  
16 additional arbitration occurred on October 3, 2007, at which Bruce Harland of Weinberg, Roger &  
17 Rosenfeld appeared. The arbitration took place. In fact, the parties stipulated to a number of facts,  
18 presented witnesses, and submitted post-hearing briefs. Again, present at this arbitration was a  
19 Union Representative employed by UHW, servicing Local 715. The Hospitals assert that this  
20 UHW employee did not participate in the hearing or on the record. The Hospitals did not raise any  
21 objection to her presence, and fully participated in the hearing.

22 The Hospitals assert that, having not heard from Ms. Chisholm in response to the August  
23 24, 2007 request for information regarding the nature of Weinberg, Roger & Rosenfeld's  
24 appearances at these hearing, the Hospitals made a second request, by letter dated October 5, 2007  
25 for the same information. In response to this request, Ms. Chisholm did reply, on October 9, 2007,  
26 but only to state that she would not be responding to the requests for information. In response, the  
27 Hospitals advised Ms. Chisholm, by letter dated October 16, 2007, that they would no longer select  
28

1 arbitrators or proceed to hearing in any matter in which Weinberg, Roger & Rosenfeld was  
2 purporting to act, absent information stating that the basis upon which they were appearing was by  
3 direct retention by Local 715 and not pursuant to the rejected Servicing Agreement.

4 Since November 28, 2007, there have been no arbitrators selected for any grievances  
5 because the Hospitals have refused to select any. The Hospitals assert that no arbitrators have been  
6 selected because the Hospitals refuse to participate in the selection of arbitrators with members of  
7 Weinberg Roger & Rosenfeld absent clarification of their representative role. Nor have there been  
8 any arbitration hearings held because the Hospitals have refused to select an arbitrator, and the  
9 Hospitals have not participated in any arbitrations on the merits of any grievances since that date.  
10 However, the Union asserts that the Hospitals and Local 715 have settled some grievances, which  
11 were scheduled to take place in the month of January 2008. The Hospitals assert that they have  
12 settled grievances filed by Hospital employee stewards with those stewards, but assert that they did  
13 not meet with or communicate with any Local 715 representative or UHW employee in that  
14 process.

15 The Hospitals also filed an unfair labor practice charge (32-CB-6350) for refusal to provide  
16 information regarding Local 715 and another Union, Local 521. They also filed an unfair labor  
17 practice charge (32-CB-6351) against Local 715 for refusing to provide information regarding the  
18 basis upon which Weinberg, Roger & Rosenfeld was purporting to appear on behalf of Local 715.  
19 The Union asserts that in order to prevail on these charges, the NLRB and the Hospitals must  
20 allege, among other things, that Local 715 exists, otherwise the NLRB lacks jurisdiction and there  
21 could be no violation for failing to provide information.

22 On or around February 28, 2008, Region 32 issued a complaint against Local 715 for  
23 failing to respond to the Hospitals' information requests based upon the three (3) above-referenced  
24 charges, which complaint is presently pending. In the complaint, it is alleged by Region 32 of the  
25 NLRB, on behalf of the Hospitals, that Local 715 exists and is a bona fide labor organization, thus  
26 giving the NLRB jurisdiction over the matter. The Hospitals assert that the complaint alleges only  
27 that Local 715 "is now, and has been at all times material herein, a labor organization within the  
28

1 meaning of Section 2(5) of the Act." The Hospitals have not objected to this allegation, nor have  
 2 they asked that the allegation be struck from the complaint. In its Answer to the complaint, Local  
 3 715 has admitted that it exists and is a bona fide labor organization. The Union asserts that, in  
 4 order for the Hospitals to prevail on their claims, an Administrative Law Judge must not only find  
 5 that the allegations involving the failure to provide information violate the NLRA, but also that  
 6 Local 715 exists and is a bona fide labor organization. If the Judge were to find that Local 715  
 7 does not exist or is not a bona fide labor organization, then the charges against Local 715 would be  
 8 dismissed. A hearing on the complaint has been scheduled for May 6, 2008.

9       The Hospitals assert that, if the NLRB prevails at the hearing, Local 715 will be ordered to  
 10 produce requested information regarding its status as an ongoing organization during the time  
 11 periods for which the requests were made, and regarding the basis upon which Weinberg Roger &  
 12 Rosenfeld is representing the Trustee. From that information the Hospitals contend that they hope  
 13 to be able to determine whether Local 715 does in fact exist and, if so, in what capacity Weinberg  
 14 Roger & Rosenfeld is appearing on its behalf.

### 16                   **III.    LEGAL ISSUES**

17       The legal issue is whether the Award must be confirmed under Section 301 of the Labor  
 18 Management Relations Act because the Award is valid and enforceable because it draws its  
 19 essence from the Agreement, represents a plausible interpretation of the Agreement, and resolves  
 20 issues expressly submitted for decision by the parties, or questions reasonably determined as  
 21 necessary by the Arbitrator to decide the question submitted.

22       The Hospitals contend that the Award is invalid in the following respects:

- 23       1) The Award ignores, modifies, and/or contradicts multiple provisions of the Agreement;
- 24       2) The Award decided issues that were not arbitrable under the Agreement;
- 25       3) The Award decided issues that were not submitted to the Arbitrator.

26       The Hospitals further contend that counsel purporting to appear for Local 715 flatly refused  
 27 to state whether he was retained by and directly representing Local 715 or was acting pursuant to

1 the Servicing Agreement which was not binding upon and had been rejected by the Hospitals.  
 2 According to the Hospitals, there were no representatives of Local 715 present at the hearing to  
 3 object or assent to representation by Weinberg, Roger & Rosenfeld, rather only an employee of  
 4 UHW who could only be present pursuant to the rejected Servicing Agreement. These issues were  
 5 pointed out to the arbitrator, although the Hospitals stated that the Arbitrator had no authority to  
 6 deal with such issues. No evidence was presented to the arbitrator to establish that the Weinberg  
 7 firm was directly representing Local 715, nor was there any evidence, or even any statement, that  
 8 the representative present, Myriam Escamilla, was anything other than an employee of UHW. The  
 9 arbitrator agreed that he did not have jurisdiction to determine the representation issue, which,  
 10 according to the Hospitals, lies at the core of the Hospitals' duty to arbitrate.

#### 11                  IV. MOTIONS

12                  The Parties expect that a dispositive motion (or motions) will be filed seeking adjudication  
 13 of all material issues in this case. Said motions are likely to be filed after completion of discovery  
 14 regarding Local 715's existence and the nature of the Weinberg firm's representation.

#### 15                  V. AMENDMENT OF PLEADINGS

16                  The Union does not anticipate amending any of its pleadings, but reserves the right to do  
 17 so. The Parties propose a deadline for amending the pleadings of June 20, 2008.  
 18

#### 19                  VI. EVIDENCE PRESERVATION

20                  The evidence relevant to the issues in this case is expected to include to the Agreement, the  
 21 Servicing Agreement, the Award, correspondence between the parties, the transcripts, and joint  
 22 exhibits filed in connection with the arbitration proceedings and the pleadings and other documents  
 23 on file in this matter. Further, the Hospitals have written to Petitioner asking that all evidence  
 24 regarding Local 715 (and its relationship and communications with Local 521 and UHW),  
 25 including without limitation, all information regarding its financial resources, its representation and  
 26 its website, be preserved. The Hospitals anticipate significant discovery regarding these materials  
 27 and the issues regarding the existence of Local 715, the use of Local 715's resources by third  
 28

1 parties, and the nature of Local 715's representation by counsel. The parties represent that they  
2 have taken steps to preserve such evidence.

3

4 **VII. DISCLOSURES**

5 Under Federal Rule of Procedure 26(a)(1)(E), this action is exempt from the requirement of  
6 Rule 26(a) disclosures. The Parties have made arrangements for an informal exchange of some  
7 documents and information. However, the Hospitals believe that the materials described in Section  
8 VI above should be disclosed and will be the subject of discovery (see "Discovery" below).

9

10 **VIII. DISCOVERY**

11 The Parties have not conducted any discovery to date. The Parties believe and anticipate  
12 that all the evidence that will be relied upon in the case is already in the possession of the parties or  
13 can be exchanged informally. The Parties have made arrangements for the informal exchange of  
14 some of evidence to the extent that either party contends that it is not in possession of relevant  
15 evidence. However, the Hospitals anticipate that discovery will be required regarding the  
16 information referred to in Sections VI and VII above including depositions, requests for  
17 production, interrogatories and requests for admission. The Union believes that this matter can be  
18 resolved through dispositive motions and without the need of significant discovery. To that  
19 extnt, the Union would request the court limit discovery.

20

21 **IX. CLASS ACTIONS**

22 Neither party has asserted any claims or defenses on behalf of a class.

23

24 **X. RELATED CASES**

25 Pursuant to the Court's order dated February 29, 2008, this case is related to the following  
26 cases:

27

28

- *Stanford Hospital And Clinics And Lucile Packard Children's Hospital v. Service Employees International Union, Local 715; C-07-5158 JF*

- *Service Employees International Union, Local 715 v. Stanford Hospital And Clinics And Lucile Packard Children's Hospital; C-08-00215-JF*
- *Service Employees International Union, Local 715 v. Stanford Hospital And Clinics And Lucile Packard Children's Hospital; C-08-00216-JF*

The Union also contends that this case is related to the following two (2) cases, which the Union has filed in this Court, but which have not been served on the Hospitals.

- *Service Employees International Union, Local 715 v. Stanford Hospital And Clinics And Lucile Packard Children's Hospital; C-08-01727-HRL*
- *Service Employees International Union, Local 715 v. Stanford Hospital And Clinics And Lucile Packard Children's Hospital; C-08-01726-RS*

With the exception of the above-listed cases, the Parties are not aware of any related cases or proceedings pending before another judge of this court, or before another court or administrative body.

## XI. RELIEF

The Union seeks an order by this Court confirming the Award, attorneys' fees and costs incurred on the ground that the Petition is submitted in bad faith and is without merit, and such other and further relief that the Court may deem just and proper.

The Hospitals seek an order by this Court dismissing this action for want of a plaintiff, or alternatively, an order vacating the Award rendered by the Arbitrator on November 30, 2007, and staying further arbitration proceedings until such time as the representative status of Local 715, the validity of the Servicing Agreement, and the status and capacity of the Weinberg Firm are resolved by the agency with exclusive jurisdiction to do so, that this Court award the Hospitals their costs incurred in this proceeding, and that this Court award such other and further relief that this Court

1 deems proper.  
2

3                   **XII. SETTLEMENT AND ADR**

4

5       The Parties believe that settlement of the case is unlikely at this point. The Parties have not  
6 engaged in any ADR efforts to date, and do not believe that such efforts would be helpful at this  
7 stage, as the case is likely to be resolved by motion. In the event that the parties are required to  
8 select an ADR procedure, the Parties are agreeable to Early Neutral Evaluation.

9

10                 **XIII. CONSENT TO MAGISTRATE JUDGE FOR ALL PURPOSES**

11       The Parties do not consent to have a magistrate judge conduct all further proceedings  
12 including trial and entry of judgment.

13

14                 **XIV. OTHER REFERENCES**

15       The Parties do not believe that the case is suitable for reference to binding arbitration, a  
16 special master, or the Judicial Panel on Multidistrict Litigation.

17

18                 **XV. NARROWING OF ISSUES**

19       Petitioner believes that all the factual and legal issues in the case can be resolved by  
20 motion. The Hospitals believe that some issues may be resolved by way of motion but that,  
21 ultimately, this matter will need to be tried.

22

23                 **XVI. EXPEDITED SCHEDULE**

24       The Parties do not believe that it is necessary to establish an expedited schedule.

## XVII. SCHEDULING

3 The Union believes this case can be resolved by a dispositive motion. The Hospitals  
4 believe that portions of this case may be resolved by a dispositive motion. The Hospitals propose  
5 that the Court permit preliminary discovery be conducted and set a further case management  
6 conference in order to determine of dates for designation of experts, discovery cutoff, and pretrial  
7 conference and trial after the resolution of dispositive motions, if necessary. While the Union does  
8 not believe that discovery is necessary in this matter, as the issue before the Court is whether or not  
9 the Hospitals have agreed to arbitrate this particular dispute with the Union pursuant to the parties'  
10 CBA, the Union requests that any preliminary discovery be severely limited.

XVIII. TRIAL

The Hospitals believe that a trial in this matter will be necessary because they believe that dispositive motions will resolve only some issues in this matter. In the event that a trial becomes necessary, the Hospitals expect the trial to last approximately ten (10) days. The Union does not believe that a trial is necessary, as the issue before the Court is simply whether or not the Hospitals have agreed to arbitrate this particular dispute with the Union pursuant to the parties' CBA. The Union, therefore, believes that dispositive motions can resolve all issues in this matter; but that if a trial is necessary, the Union expects a trial to last approximately one (1) to three (3) days.

## **XIX. DISCLOSURE OF NON-PARTY INTERESTED ENTITIES OR PERSONS**

21 The Hospitals have filed a "Certification Of Interested Entities Or Persons" with the Court.  
22 Additionally, in accordance with the Court's Standing Order, counsel for the Hospitals certifies as  
23 follows:

25 The following listed persons, associations of persons, firms,  
26 partnerships, corporations (including parent corporations) or other  
27 entities (i) have a financial interest in the subject matter in  
28 controversy or in a party to the proceeding, or (ii) have a non-  
financial interest in that subject matter or in a party that could be  
substantially affected by the outcome of this proceeding:

- Thomas Angelo, served as arbitrator in the arbitration at issue in this proceeding, and therefore may have a non-financial interest in the subject matter that could be substantially affected by the outcome of this proceeding.

The following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

Victor Acosta is an interested person affected by the outcome of this proceeding because he lost wages and benefits arising from unjust termination.

Dated: April 1, 2008

**WEINBERG, ROGER & ROSENFELD  
A Professional Corporation**

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Dated: April 21, 2008

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